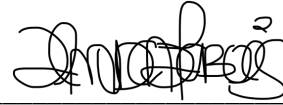


# **EXHIBIT A**


**OPERATING AGREEMENT****OF****ONE57 36B LLC**Almudena Lebois Ocejó  
Manager

August 24, 2017

This Operating Agreement (this “Agreement”) of ONE57 36B LLC (the “Company”), is made effective as of the 7<sup>th</sup> day of September, 2016 by and between Aralpa Capital SA de CV, as the sole Member of the Company.

Pursuant to and in accordance with the Limited Liability Company Law of the State of New York, as amended from time to time (the “LLCL”), the Members hereby state as follows:

1. **Name**. The name of the limited liability company shall be ONE57 36B LLC.

2. **Office**. The principal office of the Company is located at c/o Isaacs & Associates PLLC, 260 Madison Ave, 17<sup>th</sup>, New York, New York 10016, or such other place or places as the Member shall determine.

3. **Term**. The term of the Company shall commence as of the date of filing of the Articles of Organization of the Company with the Department of State of the State of New York and shall be perpetual unless the Member votes by a majority to dissolve the Company.

4. **Purpose**. The Company is formed for the purpose of owning, operating and managing real property, and engaging in any other lawful act or activity for which limited liability companies may be formed under the LLCL and engaging in any and all activities necessary or incidental to the foregoing.

5. **Members**. The name and the mailing addresses of the Members are as follows:

<b><u>Name</u></b>	<b><u>Address</u></b>
Aralpa Capital SA de CV 100% Membership Interest	c/o Isaacs & Associates PLLC 260 Madison Avenue, 17 <sup>th</sup> Floor New York, NY 10016

The Members are authorized to admit additional members and/or create different classes of Members.

6. **Management; Powers**. The business and affairs of the Company shall be managed by between Rodrigo Lebois and Almudena Lebois each as Manager. Each Manager is individually authorized to execute any and all documents on behalf of the Company necessary or

appropriate in connection with the acquisition, financing, operation, management or development of the Property or any other property of the Company.

7. **Capital Contributions.** The initial capitalization of the Company shall consist of \$100.00 contributed by each of the Members.

8. **Additional Contributions.** In addition to the initial Capital Contributions, the Members shall make such additional contributions as shall be determined with the consent of both Members.

9. **Allocation of Profits and Losses.** The Company's profits and losses shall be allocated 100% to Aralpa Capital SA de CV.

10. **Distributions.** Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Managers and in accordance with the same percentages as profits and losses are allocated.

11. **Assignments.** Each of the Members may assign or transfer in whole or in part his interest in the Company.

12. **Withdrawal of a Member; Termination of the Company.** No Member shall be permitted to withdraw from the Company or demand a return or payment of his capital contribution without the consent of the other Member. If both Members withdraw, then the same shall result in the constructive termination of the Company and the Members shall proceed to file the Articles of Dissolution and shall wind up the business of the Company.

13. **Liability of Member.** The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the LLC.

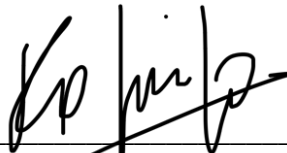
14. **Exculpation of Member.** The Members shall not be liable to the Company for any breach of duty in such capacity, unless otherwise provided by law.

15. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of New York, all rights and remedies being governed by said laws.

16. **Tax Matters Partner.** Rodrigo Lebois shall be the Tax Matters Partners of the Company pursuant to Section 6231(a)(7) of the Internal Revenue Code. If either fails or ceases to serve, then the remaining individual shall serve as the successor Tax Matters Partner.

**[SIGNATURE ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the undersigned, intending to be legally bound hereby, has duly executed this Operating Agreement.

A handwritten signature in black ink, appearing to read 'Rp | mi | 2', is written over a horizontal line.

Aralpa Capital SA de CV  
By: Rodrigo Lebois, Manager